



Amendment No. 9
of
Contract No. NG100000078
for
Urban Forest Replenishment Fund
between
Austin Community Foundation
and the
City of Austin

- 1.0 The City amends the above contract to correct the expiration date from 09/30/19 to 1/19/2020 to align with the Council date.
- 2.0 The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic: 1/20/10 – 9/30/11	\$100,000.00	\$100,000.00
Year 1: 10/1/11 – 9/30/12	\$100,000.00	\$200,000.00
Year 2: 10/1/12 – 9/30/13	\$0.00	\$200,000.00
Year 3: 10/1/13 – 9/30/14	\$100,000.00	\$300,000.00
Year 4: 10/1/14 – 9/30/15	\$200,000.00	\$500,000.00
Year 5: 10/1/15 – 9/30/16	\$100,000.00	\$600,000.00
Year 6: 10/1/16 – 9/30/17	\$100,000.00	\$700,000.00
Year 7: 10/1/17 – 9/30/18	\$100,000.00	\$800,000.00
Year 7: 250,000 added to Contract 04/18/2018	\$250,000.00	\$1,050,000.00
Year 8: 10/1/2018 – 9/30/2019	\$100,000.00	\$1,150,000.00
Amendment 9 Correction of Expiration of contract 1/19/2020	\$0.00	\$1,150,000.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 All other terms and conditions remain the same.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature: Matthew Duree 6-5-19
Matthew Duree, Procurement Manager
City of Austin
Purchasing Office



Amendment No. 8
of
Contract No. NG100000078
for
Urban Forest Replenishment Fund
between
Austin Community Foundation for the Capital Area
DBA Austin Community Foundation
and the
City of Austin

- 1.0 Administrative amendment to allocate annual funds for the current term of October 1, 2018 to September 30, 2019, and there are six remaining options.
- 2.0 The renewal contract amount is increased by \$100,000.00. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic: 01/20/2010 – 09/30/2011	\$100,000.00	\$100,000.00
Year 1: 10/01/2011 – 09/30/2012	\$100,000.00	\$200,000.00
Year 2: 10/01/2012 – 09/30/2013	\$0.00	\$200,000.00
Year 3: 10/01/2013 – 09/30/2014	\$100,000.00	\$300,000.00
Year 4: 10/01/2014 – 09/30/2015	\$200,000.00	\$500,000.00
Year 5: 10/01/2015 - 09/30/2016	\$100,000.00	\$600,000.00
Year 6: 10/01/2016 – 09/30/2017	\$100,000.00	\$700,000.00
Year 7: 10/01/2017 – 09/30/2018	\$100,000.00	\$800,000.00
Year 7: \$250,000 Added to Contract 04/18/2018	\$250,000.00	\$1,050,000.00
Year 8: 10/01/2018 – 09/30/2019	\$100,000.00	\$1,150,000.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 All other terms and conditions remain the same.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature: Cyrenthia Ellis 9/11/18
Cyrenthia Ellis, Procurement Manager
City of Austin
Purchasing Office



**City of Austin Purchasing Office
Note to File**

for

MA 6800 NG100000078

**Management of the City's
Urban Forest Replenishing Fund**

Urban Forestry Program requested \$250,000 increase in the funding on April 17, 2018. Request sent to the Legal Department for review and approved. The funds were added to the MA in our financial system on April 19, 2018.

Buyer: Lynnette Hicks

Date: 5/14/2018



Financial and Administrative Service Department
Purchasing Office
PO Box 1088, Austin, Texas, 78767

August 17, 2010

Austin Community Foundation
MariBen Ramsey
PO Box 5159
Austin, TX 78763

Dear MariBen Ramsey:

The Austin City Council approved the execution of a contract with your company to manage the Urban Forest Replenishment Fund.

Responsible Department:	Neighborhood Planning & Zoning Dept.
Department Contact Person:	Liz Whiteside
Department Contact Email Address:	Liz.whiteside@ci.austin.tx.us
Department Contact Telephone:	512-974-3583
Project Name:	Urban Forest Replenishment Fund.
Contractor Name:	Austin Community Foundation
Contract Number:	NG100000078
Contract Amount:	\$100,000
Contract Period:	8/17/2010 – 8/16/2011
Extension Options:	10 – 12 month
Requisition Number:	6800 10072100531
Solicitation Number:	N/A
Agenda Item Number:	23
Council Approval Date:	1/14/2010

A copy of the contract/purchase order will be forwarded by mail.

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person.

Sincerely,

Steve Cocke
Buyer II
Purchasing Office
Finance and Administrative
Service Department

SPECIAL PROJECT FUND AGREEMENT

This Fund Agreement ("Agreement") is made by and between The Austin Community Foundation for the Capital Area, a Texas non-profit corporation ("ACF"), and the City of Austin, a municipal corporation ("City"), collectively the "Parties".

WITNESSETH:

WHEREAS, a Special Project Fund Agreement for the Urban Forest Grant Program Fund was entered into by and between ACF, and the City on May 8, 2008 (the "Original Agreement"); and

WHEREAS, the Original Agreement provided for nine one-year extensions of its initial term; and

WHEREAS, ACF and the City mistakenly allowed the Original Agreement to terminate but desire to maintain the arrangement; and

WHEREAS, the City, in furtherance of the charitable purposes and functions of the ACF, has determined that it would serve the interests of the Austin community to continue to have the fund of the type herein created; and

WHEREAS, ACF is a Texas corporation exempt from federal income taxation pursuant to Sections 501(c)(3) and 170 (b)(1)(A)(vi) of the Internal Revenue Code of 1986, as amended (the "Code"), and is an appropriate community foundation within which to establish such a charitable and civic fund for the purpose of serving the needs

and interests of the Austin community and promoting the well-being of the people of Austin, Texas; and

WHEREAS, ACF is willing and able to accept the Urban Forest Grant Program Fund, subject to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties agree as follows.

1. NAME OF FUND. The name of the Fund created by this Agreement is the Urban Forest Grant Program Fund (the "Fund").
2. PURPOSE OF THE FUND. The purpose of the Fund shall be to mitigate the impact from tree removal and to enhance, promote, and sustain the City of Austin's urban forest.
3. INCORPORATION OF GOVERNING INSTRUMENTS OF THE FOUNDATION. ACF agrees to hold and administer all contributions to the Fund under this Agreement, on the terms and subject to the conditions set forth in ACF's governing instruments, including its articles of incorporation and bylaws, as amended from time to time, and any resolutions and procedures from time to time in effect. All provisions of such governing instruments of ACF and such resolutions and procedures are incorporated into this Agreement and by this reference made a part hereof.
4. CONTRIBUTIONS. Any person or organization may make a contribution to ACF for the purposes of the Fund by a transfer of cash or other assets to ACF for

additions, in whole or in part, to the assets of the Fund. All contributions to the Fund shall be irrevocable and shall be used in furtherance of the purposes of the Fund. The Fund was initially established with a transfer by the City of \$350,000 upon execution of the Original Agreement. The City will make additional contributions to the Fund on an annual basis.

5. USE OF THE FUND. The Fund shall be classified as a "special project" and as such, the income earned by the Fund shall belong to the ACF. The principal of the Fund, from time to time, shall be committed, granted or expensed for, or in furtherance of, the purpose of the Fund. The Fund shall be used in accordance with the Urban Forest Grant Program Guidelines, attached as Exhibit "A" and incorporated for all purposes. If the guidelines are amended, the City will provide ACF the updated guidelines upon their adoption.
6. FUND ADVISOR. The City Arborist shall serve as Advisor to ACF for the Fund. The City has established an Urban Forestry Board to assist the City Arborist. The Advisor will recommend grant recipients.
7. DISTRIBUTIONS. After taking into consideration recommendations from the Advisor concerning possible distributions in furtherance of the purposes of the Fund, ACF shall distribute such amounts of the principal of the Fund as ACF, in its sole discretion, shall determine from time to time. In the event ACF refuses to distribute consistent with the terms of this Agreement or the recommendations of the Advisor, the City may terminate this Agreement and the funds will revert to the City under the terms of paragraph 12 of this Agreement.

8. SEPARATE ACCOUNTING. The Fund shall be accounted for separately and apart from other funds of ACF. The Fund shall be deposited in an interest-bearing money market fund account, or comparable investment instrument. ACF shall provide the City with quarterly reports within 30 days of the end of the quarter containing, at a minimum, a balance sheet and income statement that complies with generally accepted accounting principles. A detailed listing of Fund disbursements shall also accompany the report. Annually, ACF will provide the City with an audited financial report consisting of a balance sheet, income statement, statement of cash flows, and related notes to the financial statements. The annual report will be submitted within nine months of ACF's fiscal year end. The City shall have the right to audit the records of the Fund upon no less than three business days notice, during regular business hours of ACF.
9. ACF AS OWNER OF THE FUND. The Fund shall be the property of ACF and shall be owned by it in its normal corporate capacity.
10. EXPENSES. The Fund shall bear (a) its proportionate share of the fees of any trustee, custodian or agent administering assets of the Fund (whether such trustee, custodian or agent is designated by ACF or by the City); (b) all expenses, taxes or other charges incurred by ACF in connection with the Fund. Any and all expenses will be paid out of income earned by the Fund.
11. LIABILITY OF ACF. The duties of ACF shall be only those specifically set forth herein, or hereafter agreed to by it in writing. ACF's liability under this Agreement must be based on the execution of those duties specifically set forth in

this Agreement or hereafter agreed to by ACF and the City in writing. ACF is not acting as a trustee and there are no attributes of a trust inherent in the relationship between the City and ACF.

12. TERMINATION. If (a) ACF should determine in its sole discretion that continued compliance with the terms and provisions of this Agreement would be impossible or impractical or would be inconsistent with the charitable purposes of the ACF, or (b) for any reason ACF dissolves, ceases to exist or ceases to hold or administer the Fund or otherwise to function under this Agreement, then this Agreement will be terminated. The City shall have the right, as it deems necessary, to terminate this Agreement under the terms of paragraph 7 of this Agreement or upon 30 days written notice to ACF. If this Agreement is terminated by either party under this paragraph, then the net assets of the Fund shall be distributed to the City, along with a complete accounting of the Fund.

13. TERM. This Agreement becomes effective on the date executed by both parties and remains in effect until September 30, 2010 unless terminated earlier under Section 12. This Agreement shall automatically renew on the anniversary date for ten (10) successive one-year terms, unless a party elects to terminate the Agreement under Section 12.

14. DEFINITIONS. For purposes of this Agreement, "charitable purposes" include charitable, scientific, literary or educational purposes within the meaning of Section 501(c)(3) of the Code, contributions for which are deductible under Section 170(c)(2) of the Code. All references in this Agreement to the Code

include all applicable regulations promulgated by the Internal Revenue Service under the Code.

15. GENERAL PROVISIONS.

- (a) Amendment, Modification, and Extension This Agreement is not subject to amendment, modification, and/or extension except in a writing signed by ACF and the City Manager of the City of Austin, or designee. Any attempted amendment, modification, and/or extension not in compliance with this requirement shall be void.
- (b) Interpretation and Headings. The language in all parts of this Agreement shall in all cases be simply construed according to its fair meaning and not strictly for or against any Party. The use of "including" in the Agreement is used by way of example and not by way of limitation. The use of "may" means that the action or item is permissible but not required.
- (c) Notices. All notices, demands, or requests from one Party to another may be personally delivered, sent by facsimile, sent by recognized overnight delivery service, or sent by mail, certified or registered, postage prepaid, to the persons set forth below or shall be deemed given 5 days after deposit in the United States Postal Service mail, certified and postage prepaid, return receipt requested and addressed as follows or at such other address as any Party may from time to time specify to the other Parties in writing and shall be effective at the time of personal delivery, facsimile transmission, or mailing:

- i. City of Austin
Watershed Protection and Development Review Department
Attn: Michael Embesi
P.O. Box 1088
Austin, Texas 78767-1088
Phone: (512) 974-6348
- ii. The Austin Community Foundation for the Capital Area
Attn: MariBen Ramsey, Vice President
P.O. Box 5159
Austin, TX 78763
Phone: (512) 472-4483

(d) Attorney's Fees and Monetary Damages. If any action at law or in equity, including any action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, then each Party shall pay its own attorney's fees and costs. No Party shall be liable in monetary damages or any other Party or other person for any breach of this Agreement, any performance or failure to perform a mandatory or discretionary obligation imposed by this Agreement or any other cause of action arising from this Agreement.

- i. Retain Liability. The Parties shall retain whatever liability they would possess for their present and future acts or failure to act without the existence of this Agreement.
- ii. No Partnerships. This Agreement shall not make or be deemed to make any Party to this Agreement an agent for or the partner of any other Party.

IN WITNESS WHEREOF, ACF and the City execute this Agreement as of the

20th day of January, 2010.

**THE AUSTIN COMMUNITY FOUNDATION
FOR THE CAPITAL AREA**

By: MariBen Ramsey
MariBen Ramsey
Vice President

CITY OF AUSTIN

By: Sue Edwards
Sue Edwards
Assistant City Manager

Approved as to Form:

Mitzi Cott
City of Austin, Law Department

EXHIBIT A

URBAN FOREST GRANT PROGRAM

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PURPOSE

The Urban Forest Grant Program (UFGP) has been established to promote conservation and improvement projects that benefit Austin's urban forest. This program is supported by the Urban Forest Replenishment Fund, which was created to mitigate the impact of tree removals. The UFGP will enhance the urban forest through projects associated with tree planting, education, public service announcements, award programs, disease control, inventorying, and other related efforts. Additional tree information (i.e. programs, benefits, regulations, care and maintenance) can be found at the www.ci.austin.tx.us/trees or www.treesaregood.com.

The Austin Community Foundation (ACF) is managing this fund on behalf of the City of Austin (COA). The source of funds collected may include donations, payment for tree preservation violations/non-compliance, and mitigation for tree replacements within a proposed development. ACF receive funds from the City and award grants to applicants in consultation with the City Arborist. Funds may be limited, therefore smaller grant requests have a greater chance of being awarded, although all requests will be considered. The City Arborist will evaluate the program on an annual basis to determine if the amount of funding, processes used to determine eligibility, or any other aspect of the program requires improvement.

ELIGIBILITY

Public or private entities (such as individuals, businesses, governmental agencies, academic and private institutions, home owner's associations, youth groups, and non-profit organizations) may apply for funding which promotes conservation and improvement projects that benefit Austin's urban forest. Project proposals must show a clear benefit to Austin's urban forest. Funds may not be used as compensation for work performed by the applicant. The program encourages the use of funds for those that are economically disadvantaged. All Project Application Forms (Appendix A) will be reviewed by ACF. The City Arborist serves as Advisor to the ACF regarding grant recipients. All proposed projects must be within the Austin city limits, on public property or Civic areas as defined in section 25-2-6(A) of the City of Austin Land Development Code, or within 15 feet of these areas, for public benefit, and adhere to the Land Development Code criteria. All projects must comply with federal, state, and municipal regulations. Proposals will be reviewed as they are submitted. Applicants will be notified within 6 months from the date of proposal submission whether or not funding will be awarded. If funding is awarded, a Post Project Verification Form must be submitted (Appendix B) after the project is completed.

Grants projects are to be conducted with honesty and reliability. See City of Austin Integrity Office: <http://cityspace.ci.austin.tx.us/departments/integrity-office>

It is encouraged to match funds received from this grant program. This can be accomplished by using funds from alternative sources, other than this fund, and by accounting for labor and materials used with your grant project. This grant program is not permissible if attempting to adhere to regulatory compliance requirements.

PROJECT CATEGORIES

Each application must choose the type of expenditure category with which their proposal is associated. Projects that are multifaceted, or extend to multiple expenditure categories, must submit separate applications for each type of category to ensure proper accounting and effectiveness. The following table* lists the categories and the project maximums:

CATEGORIES	PROJECT MAXIMUM
Tree ¹ Planting and Transplanting	\$15,000
Education/Training	\$6,000
Disease or Pest Control/Hazard Reduction	\$10,000
Staffing/Internship (.i.e. Forester, Arborist) ²	\$12,000
Urban Forest Assessment and Inventory	\$3,000
Public Service Announcement	\$6,000
Control and Management of Invasive Species ³	\$10,000
Research	\$10,000
Awards Program	\$2,000
Miscellaneous (i.e. Public Tree Care)	\$10,000

* May be modified due to urban forestry needs or the atypical fluctuation of incoming funds. If the monetary amount is greater than the listed project maximum limit, a recommendation from the Urban Forestry Board (UFB) is required in addition to the recommendation of the City Arborist.. The UFB meets the third Wednesday of every month; please contact the chairperson to schedule your request.

¹ All trees must be from Appendix C (Eligible Tree Planting List), shall contain a 2-year maintenance plan (including a watering plan), planted on public property (will require additional City approval) or Civic areas as defined in 25-2-6(A) within the Land Development Code, or within 15 feet of these areas, and conform to the American Standard for Nursery Stock (Appendix D – Tree Planting Specifications). City of Austin accounting measures ensures that tree planting grant awards are used in respective region from which trees were removed.

² Eligibility for non-profit or governmental entities only.

³ See Appendix F for additional information on invasive species.

PROPOSAL FORMAT

The project proposal is required to meet the following basic criteria for consideration: within the Austin city limits, on public property or Civic areas as defined in section 25-2-6(A) of the City of Austin Land Development Code, or within 15 feet of these areas, for public benefit, and adhere to the Land Development Code criteria. Once these criteria have been met, the project proposal will be evaluated by the City Arborist to ensure the potential urban forest benefit. Specific items which may be considered are: arboreal benefit, human impact and experience, feasibility, ability to encourage the use of local businesses, habitat biodiversity and organization capabilities.

Applicants are to submit three copies of the Project Proposal Application Form (Appendix A) containing the following information, in this order, to ACF:

Project Title

Introduction and Objectives

Describe the intent of the project and how it would address and benefit Austin's urban forest. Provide a clear and detailed statement of the project's objectives and include the associated Conservation and Improvement category.

Approach and Methods

Describe specific process(es) that will be employed, the expected results, and time frame from initiation to completion of the project. The time frame should include milestones to assess progress.

Budget

Identify the amount of funding requested; this should include all supplies, materials, and any other associated expenses. Because of the limited availability of grant funds, smaller requests have the best chance of being funded. The UFGP does not fund indirect or overhead expenses. Please be aware if the monetary request exceeds the project maximum amount, a recommendation from the UFB is required in addition to the recommendation of the City Arborist.

Personnel Qualifications

This page should be separate from the remainder of the proposal so that it can be removed for an unbiased review. This section should identify appropriate facilities available to conduct the proposed work and include names, qualifications, and contact information for all personnel who would be managing this project. State the primary work assigned to each person and the percentage of time each person would devote toward this work. Identify key persons by name and title, and provide all resumes describing relevant experience.

Contact Information

Provide the name, phone number, email address, and mailing address of the primary applicant.

CONTACTS

Austin Community Foundation
512-472-4483
512-472-4486 (Fax)

Postal Address

Austin Community Foundation
Attn: MariBen Ramsey
P.O. Box 5159
Austin, Texas 78763

Physical Address

Austin Community Foundation
Attn: MariBen Ramsey
4315 Guadalupe St
Austin, Texas 78751

City of Austin

Jason Traweek
Arborist
PDR
(512) 974-2332
jason.traweek@ci.austin.tx.us

Carolyn Hagan
Financial Consultant
PDR
(512) 974-2950
Carolyn.Hagan@ci.austin.tx.us

APPENDIX A



URBAN FOREST GRANT PROGRAM

PROJECT PROPOSAL APPLICATION FORM*

PROJECT TITLE: _____

BUDGET CATEGORY: (see page 3) _____

Does the project meet the required basic criteria:

Within the Austin city limits.....	YES or NO
On public property or Civic areas as defined in 25-2-6(A) within the Land Development Code, or within 15 feet of these areas.....	YES or NO
For public benefit.....	YES or NO
Adhere to the Land Development Code criteria.....	YES or NO

Will the project occur without UFGP award..... YES or NO or UNSURE

INTRODUCTION AND OBJECTIVES

ATTACHMENT
(description not to exceed one page)

APPROACH AND METHODS

ATTACHMENT
(description not to exceed two pages)

BUDGET

ATTACHMENT
(description not to exceed one page)

PERSONNEL QUALIFICATIONS

ATTACHMENT

PRIMARY CONTACT INFORMATION

(name, phone number, email address, and mailing address)

ATTACHMENT

* Applicants are to submit three copies (including attachments) to Austin Community Foundation (See CONTACTS section for addresses).

APPENDIX B

**URBAN FOREST GRANT PROGRAM
POST PROJECT VERIFICATION FORM***

To Be Completed By Applicant

What were the original project objectives and were they attained?

What objectives were most successful?

Why were they more successful?

What objectives were least successful?

Why were they less successful?

Did the results meet your expectations?

What would you change if you were to repeat this project?

Would you encourage approval of a similar project proposal?

To Be Completed by UFGP Representative

Were the original project objectives attained?

What changes are needed to improve this type of project?

Did the final product meet the intent of the proposed project?

YES or NO

Other Notes

* ATTACH ADDITIONAL PAGES IF NECESSARY

APPENDIX C

Eligible Tree Planting List (Common Name and *Genus species*)

ACACIA, CATCLAW	<i>Acacia greggii</i>	MESQUITE, HONEY	<i>Prosopis glandulosa</i>
ANACACHO ORCHID TREE	<i>Bauhinia congesta</i>	MOUNTAIN LAUREL, TEXAS	<i>Sophora secundiflora</i>
ANACUA	<i>Ehretia anacua</i>	OAK, BLACKJACK	<i>Quercus marilandica</i>
ASH, TEXAS	<i>Fraxinus texensis</i>	OAK, BUR	<i>Quercus macrocarpa</i>
BLANCO CRABAPPLE	<i>Pyrus ioensis var. texana</i>	OAK, CHINQUAPIN	<i>Quercus muhlenbergii</i>
BUCKEYE, MEXICAN	<i>Ungnadia speciosa</i>	OAK, DURAND	<i>Quercus sinuata</i>
BUCKEYE, RED	<i>Aesculus pavia</i>	OAK, LACEY	<i>Quercus laceyi</i>
BUCKEYE, TEXAS	<i>Aesculus arguta</i>	OAK, LIVE (Coastal)	<i>Quercus virginiana</i>
BUCKTHORN, CAROLINA	<i>Rhamnus caroliniana</i>	OAK, LIVE (Plateau)	<i>Quercus fusiformis</i>
BUMELIA, GUM	<i>Bumelia lanuginosa</i>	OAK, MEXICAN WHITE	<i>Quercus polymorpha</i>
CEDAR, EASTERN RED	<i>Juniperus virginiana</i>	OAK, POST	<i>Quercus stellata</i>
CHERRY, ESCARPMENT BLACK	<i>Prunus serotina var. eximia</i>	OAK, SHIN	<i>Quercus sinuata var. breviloba</i>
CHERRY-LAUREL, CAROLINA	<i>Prunus caroliniana</i>	OAK, SHUMARD RED	<i>Quercus shumardii</i>
CHITALPA	<i>Chitalpa tashkentensis</i>	OAK, TEXAS RED	<i>Quercus texana</i>
CRAPEMYRTLE	<i>Lagerstroemia indica</i>	PECAN	<i>Carya illinoensis</i>
CYPRESS, ARIZONA	<i>Cupressus arizonica</i>	PERSIMMON, COMMON	<i>Diospyros virginiana</i>
CYPRESS, BALD	<i>Taxodium distichum</i>	PERSIMMON, TEXAS	<i>Diospyros texana</i>
CYPRESS, MONTEZUMA	<i>Taxodium mucronatum</i>	PISTACHE, TEXAS	<i>Pistacia texana</i>
DESERT WILLOW	<i>Chilopsis linearis</i>	PLUM, MEXICAN	<i>Prunus mexicana</i>
DOGWOOD, ROUGHLEAF	<i>Cornus drummondii</i>	POMEGRANATE	<i>Punica granatum</i>
ELM, AMERICAN	<i>Ulmus americana</i>	REDBUD, MEXICAN	<i>Cercis canadensis var. mexicana</i>
ELM, CEDAR	<i>Ulmus crassifolia</i>	REDBUD, TEXAS	<i>Cercis canadensis var. texensis</i>
EVE'S NECKLACE	<i>Sophora affinis</i>	SMOKE-TREE, AMERICAN	<i>Cotinus obovatus</i>
GOLDENBALL LEAD-TREE	<i>Leucaena retusa</i>	SUMAC EVERGREEN	<i>Rhus virens</i>
HOLLY, POSSUMHAW	<i>Ilex decidua</i>	SUMAC FLAMELEAF	<i>Rhus lanceolata</i>
HOLLY, YAUPON	<i>Ilex vomitoria</i>	SYCAMORE, AMERICAN	<i>Platanus occidentalis</i>
KIDNEYWOOD	<i>Eysenhardtia texana</i>	SYCAMORE, MEXICAN	<i>Platanus mexicana</i>
MADRONE, TEXAS	<i>Arbutus xalapensis</i>	VIBURNUM, RUSTY BLACKHAW	<i>Viburnum rufidulum</i>
MAGNOLIA, SAUCER	<i>Magnolia soulangiana</i>	WALNUT, ARIZONA	<i>Juglans major</i>
MAGNOLIA, SOUTHERN	<i>Magnolia grandiflora</i>	WALNUT, EASTERN BLACK	<i>Juglans nigra</i>
MAPLE, BIGTOOTH	<i>Acer grandidentatum</i>	WALNUT, LITTLE	<i>Juglans microcapra</i>
		WAX MYRTLE	<i>Myrica cerifera</i>

APPENDIX D

TREE SELECTION SPECIFICATIONS FOR PLANTING

All trees shall conform to the latest edition of the American Standard for Nursery Stock as published by the American Association of Nurseryman and "grades and standards" by the Texas Association of Nurseryman. All plants shall have a growth habit normal for the species and variety, and shall be healthy vigorous and free of insects, disease and mechanical injury. A plant shall be dimensioned as it stands in its natural position. The applicant will provide a moisture level in an amount and frequency adequate to sustain growth of the tree on a permanent basis.

Roots and Container

1. The trunk, root collar and large roots shall be free of circling and/or kinked roots.
2. The tree shall be well rooted in the soil mix. When the container is removed, the rootball shall remain intact. When the trunk is carefully lifted, both the trunk and the root system shall move as one.
3. The upper-most roots or root collar shall be within 1" above or below the soil surface. Soil surface shall be no lower than 3" from the top of the container.
4. The rootball periphery shall be free of excessive large circling and bottom matted roots.
5. The container shall be free of weeds.

Trunk

1. Trunk diameter and taper shall be sufficient so that the tree will remain vertical without the support of a nursery stake.
2. The trunk shall be free of wounds (except properly made pruning cuts), sunburned areas, and conks, wood cracks, bleeding areas, galls, cankers, lesions or signs of boring insects.
3. The trunk shall have a visible taper and the diameter at 6" above the soil surface shall be within the diameter range shown for each container size:
#5---0.5" to 0.75"
#15---0.75" to 1.5"
4. The trunk shall be straight with no crooks or bends exceeding 20 degrees from vertical with the total number of hooks or bends not to exceed 2 per tree.

Crown

1. The central leader shall be free of co-dominant stems and vigorous upright branches that compete with the central leader. No branches shall be greater than 2/3 the diameter of the trunk.
2. Main branches shall generally be well spaced radially around the trunk.
3. Trees shall not have scaffold branches with included bark.

4. Temporary branches should be present along the lower trunk below the lowest scaffold branch. Heading of temporary branches is accepted to limit their growth. Generally the leader should not be headed. If, however, the original leader has been headed, an upright branch at least $\frac{1}{2}$ the diameter of the original leader just below the pruning point shall be present.

General

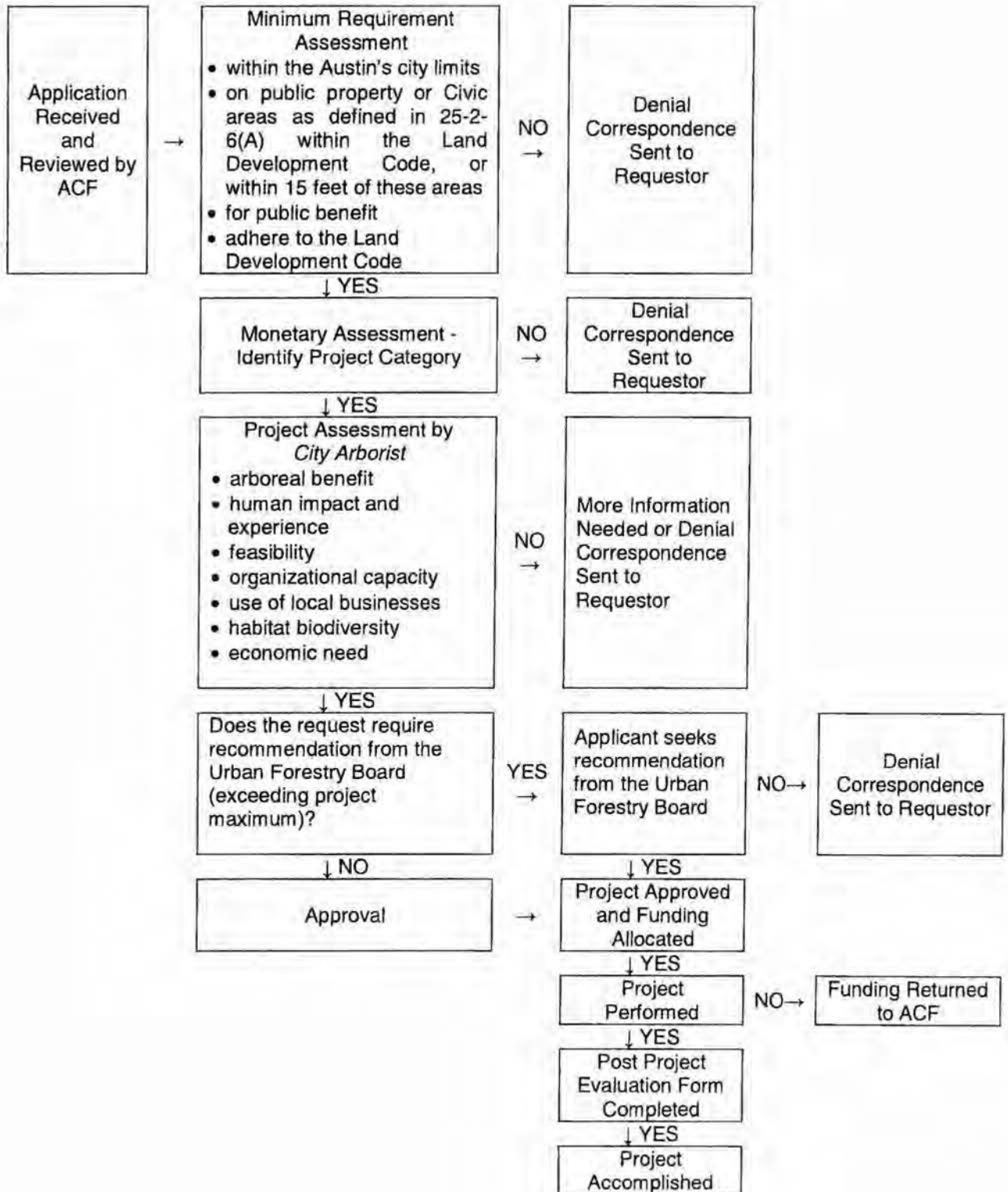
1. Trees shall be free of insects and disease.
2. Rootball shall be moist throughout and the tree crown shall show no signs of moisture stress as indicated by wilt, shriveled leaves or branch dieback. Roots shall show no signs of excess soil moisture conditions as indicated by root discoloration, distortion, or foul odor.

Inspection (If trees are planted on City of Austin property)

1. Upon inspection of the shipment, the City shall have the right to remove trees from the containers to inspect the roots. If the inspection confirms dead or unhealthy roots, the entire shipment may be rejected.
2. Each tree must be tagged with information stating correct botanical names.
3. The City reserves the right to refuse any tree based strictly on appearance.

APPENDIX E

APPLICATION, PERFORMANCE AND EVALUATION FLOW CHART



APPENDIX F

INVASIVE SPECIES

The following list identifies species which are considered invasive by the Lady Bird Johnson Wildflower Center. Other species will be considered on a case-by-case basis. If not properly controlled or managed, invasive species could be a threat to more indigenous species. See the Lady Bird Johnson Wildflower Center (<http://www.wildflower.org/invasive/>) or the United States Department of Agriculture (<http://www.invasivespeciesinfo.gov/index.shtml>) for additional information.

Common Name	Scientific Name
Tree of Heaven	<i>Ailanthus altissima</i>
Mimosa	<i>Albizia julibrissin</i>
Chinese Parasol	<i>Firmiana simplex</i>
Chinaberry	<i>Melia azedarach</i>
Chinese Pistachio	<i>Pistacia chinensis</i>
Chinese Tallow	<i>Triadica sebifera</i>
Russian Olive	<i>Elaeagnus angustifolia</i>
Japanese Privet	<i>Ligustrum japonicum</i>
Heavenly Bamboo	<i>Nandina domestica</i>
Scarlet Firethorn	<i>Pyracantha coccinea</i>
Chaste Tree	<i>Vitex agnus-castus</i>
English Ivy	<i>Hedera helix</i>
Japanese Honeysuckle	<i>Lonicera japonica</i>
Chinese Wisteria	<i>Wisteria sinensis</i>
Pampas Grass	<i>Cortaderia selloana</i>
Giant Reed	<i>Arundo donax</i>
Golden Bamboo	<i>Phyllostachys aurea</i>



Amendment No. 7
of
Contract No. NG100000078
for
Urban Forest Replenishment Fund
between
Austin Community Foundation
and the
City of Austin

- 1.0 Administrative amendment to allocate annual funds for the current term of October 1, 2017 to September 30, 2018. Four options remain.
- 2.0 The renewal contract amount is increased by \$100,000.00. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic: 1/20/10 – 9/30/11	\$100,000.00	\$100,000.00
Year 1: 10/1/11 – 9/30/12	\$100,000.00	\$200,000.00
Year 2: 10/1/12 – 9/30/13	\$0.00	\$200,000.00
Year 3: 10/1/13 – 9/30/14	\$100,000.00	\$300,000.00
Year 4: 10/1/14 – 9/30/15	\$200,000.00	\$500,000.00
Year 5: 10/1/15 – 9/30/16	\$100,000.00	\$600,000.00
Year 6: 10/1/16 – 9/30/17	\$100,000.00	\$700,000.00
Year 7: 10/1/17 – 9/30/18	\$100,000.00	\$800,000.00

3.0 MBE/WBE goals were not established for this contract.

4.0 All other terms and conditions remain the same.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature: Linell Goodin-Brown
Linell Goodin-Brown, Contract Management Supervisor 9-19-17
City of Austin
Purchasing Office



Amendment No. 6
of
Contract No. NG100000078
for
Urban Forest Replenishment Fund
between
Austin Community Foundation
and the
City of Austin

- 1.0 Administrative amendment to allocate annual funds for the current term of October 1, 2016 to September 30, 2017. Four options remain.
- 2.0 The renewal contract amount is increased by \$100,000.00. The total Contract authorization is recapped below:

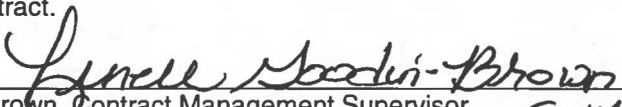
Term	Action Amount	Total Contract Amount
Basic: 1/20/10 – 9/30/11	\$100,000.00	\$100,000.00
Year 1: 10/1/11 – 9/30/12	\$100,000.00	\$200,000.00
Year 2: 10/1/12 – 9/30/13	\$0.00	\$200,000.00
Year 3: 10/1/13 – 9/30/14	\$100,000.00	\$300,000.00
Year 4: 10/1/14 – 9/30/15	\$200,000.00	\$500,000.00
Year 5: 10/1/15 – 9/30/16	\$100,000.00	\$600,000.00
Year 6: 10/1/16 – 9/30/17	\$100,000.00	\$700,000.00

3.0 MBE/WBE goals were not established for this contract.

4.0 All other terms and conditions remain the same.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature:


Linell Goodin-Brown, Contract Management Supervisor
City of Austin
Purchasing Office

9-14-17



Amendment No. 5
of
Contract No. NG100000078
for
Urban Forest Replenishment Fund
between
Austin Community Foundation
and the
City of Austin

- 1.0 Administrative amendment to allocate annual funds for the current term of October 1, 2015 to September 30, 2016, and there are five remaining options.
- 2.0 The renewal contract amount is increased by \$100,000.00. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic: 1/20/10 – 9/30/11	\$100,000.00	\$100,000.00
Year 1: 10/1/11 – 9/30/12	\$100,000.00	\$200,000.00
Year 2: 10/1/12 – 9/30/13	\$0.00	\$200,000.00
Year 3: 10/1/13 – 9/30/14	\$100,000.00	\$300,000.00
Year 4: 10/1/14 – 9/30/15	\$200,000.00	\$500,000.00
Year 5: 10/1/15 – 9/30/16	\$100,000.00	\$600,000.00

3.0 MBE/WBE goals were not established for this contract.

4.0 All other terms and conditions remain the same.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature:

Joe Barrios, Acting Contract Compliance Supervisor
City of Austin
Purchasing Office



Amendment No. 4
of
Contract No. NG100000078
for
Urban Forest Replenishment Fund
between
Austin Community Foundation
and the
City of Austin

- 1.0 Administrative amendment to allocate annual funds for the current term of October 1, 2014 to September 30, 2015, and there are six remaining options.
- 2.0 The renewal contract amount is increased by \$100,000.00. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic: 1/20/10 – 9/30/11	\$100,000.00	\$100,000.00
Year 1: 10/1/11 – 9/30/12	\$100,000.00	\$200,000.00
Year 2: 10/1/12 – 9/30/13	\$0.00	\$200,000.00
Year 3: 10/1/13 – 9/30/14	\$100,000.00	\$300,000.00
Year 4: 10/1/14 – 9/30/15	\$200,000.00	\$500,000.00

3.0 MBE/WBE goals were not established for this contract.

4.0 All other terms and conditions remain the same.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature:


Debbie DePaul, Contract Compliance Supervisor
City of Austin
Purchasing Office

12/3/14



Amendment No. 3
of
Contract No. NG100000078
for
Urban Forest Replenishment Fund
between
Austin Community Foundation
and the
City of Austin


- 1.0 Administrative amendment to allocate annual funds for the current term of October 1, 2013 to September 30, 2014, and there are eight remaining options.
- 2.0 The renewal contract amount is increased by \$0.00. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic: 1/20/10 – 9/30/11	\$100,000.00	\$100,000.00
Year 1: 10/1/11 – 9/30/12	\$100,000.00	\$200,000.00
Year 2: 10/1/12 – 9/30/13	\$0.00	\$200,000.00
Year 3: 10/1/13 – 9/30/14	\$100,000.00	\$300,000.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 All other terms and conditions remain the same.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature:


Debbie DePaul, Contract Compliance Supervisor
City of Austin
Purchasing Office



Amendment No. 2
of
Contract No. NG100000078
for
Urban Forest Replenishment Fund
between
Austin Community Foundation
and the
City of Austin

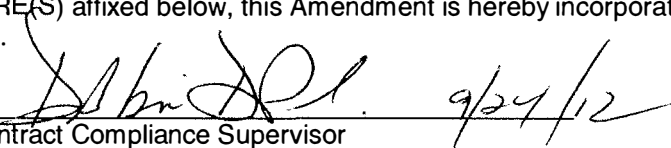
- 1.0 Administrative amendment to allocate annual funds for the current term of October 1, 2012 to September 30, 2013, and there are eight remaining options.
- 2.0 The total contract amount is increased by \$0.00. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic: 1/20/10 – 9/30/11	\$100,000.00	\$100,000.00
Year 1: 10/1/11 – 9/30/12	\$100,000.00	\$200,000.00
Year 2: 10/1/12 – 9/30/13	\$0.00	\$200,000.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 All other terms and conditions remain the same.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature & Date:


Debbie DePaul, Contract Compliance Supervisor
City of Austin
Purchasing Office



Amendment No. 1
of
Contract No. NG100000078
for
Urban Forest Replenishment Fund
between
Austin Community Foundation
and the
City of Austin

- 1.0 Administrative amendment to allocate annual funds for the current term of October 1, 2011 to September 30, 2012, and there are nine remaining options.
- 2.0 The total contract amount is \$100,000.00. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic: 1/20/10 – 9/30/11	\$100,000.00	\$100,000.00
Year 1: 10/1/11 – 9/30/12	\$100,000.00	\$200,000.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 All other terms and conditions remain the same.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature & Date: Cynthia Gonzales
Cynthia Gonzales, Contract Compliance Manager Corporate
City of Austin
Purchasing Office

cc: Steve Cocke, Buyer II
City of Austin
Purchasing Office